

IN THE UNITED STATES DISTRICT COURT OF THE
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

Aug 5 - 2003

PETER VEECK d/b/a REGIONALWEB, Plaintiff	§ § § §
VS.	§ § §
SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL, INC. Defendant.	§ § §

CASE NO. 4:98CV63
(Judge Folsom)

*Plaintiff's motion for final judgment
is granted. Mandate denied.*
Donalaburke and

PLAINTIFF'S MOTION FOR FINAL JUDGMENT

TO THE HONORABLE COURT:

This matter was heard and decided by the Fifth Circuit, *en banc*, as follows:

For the reasons discussed above, we **REVERSE** the district court's judgment against Peter Veeck, and **REMAND** with instructions to dismiss SBCCI's claims.

SBCCI then moved for rehearing or clarification based upon the proposition that there were still unresolved issues (its second Motion for Summary Judgment). Veeck agreed that the Fifth Circuit's order had the effect SBCCI suggested (dismissing all its claims) and that SBCCI's motion should be granted if the Fifth Circuit did not intend such result. SBCCI then withdrew its motion, allowing the Court's dismissal of all SBCCI's claims to stand. The specific language of these motions and responses are as follows:

3. Regardless of the panel's determination on granting astay of the mandate, Appellee must also seek clarification of the Court's mandate. Clarification of the mandate is requested because the mandate appears to dismiss, *sua sponte*, Appellee's breach of contract claim against Veeck for his admitted violation of the software license agreement.

....

WHEREFORE, SBCCI asks this Court to enter an order staying its Mandate until at least September 5, 2002, and that this Court recall its mandate for clarification to

state: "We AFFIRM the district court's judgment against Peter Veeck for breach of contract, we REVERSE the district court's judgment against Peter Veeck as to the copyright claims, and REMAND with instructions to dismiss only SBCCI's copyright claims.

Motion to Reconsider Appellee's Motion to Stay the Mandate and For Clarification of the Mandate, dated July 16, 2002.

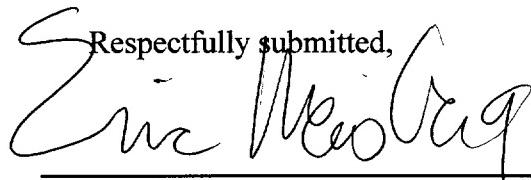
As the Appellee points out, the decision of this Court, en banc, may have reached the contract issue by agreeing with the Sixth Circuit conclusion that "any person desiring to publicize the statute of a state may use any copy of such statutes to be found in any printed book..." Howell v. Miller, 91 F. 129, 137 (6th Cir. 1989), and instructing the district court to "dismiss SBCCI's claims."

Appellant Veeck's Response to Motion to Reconsider Appellee's Motion to Stay the Mandate and For Clarification of the Mandate, dated August 1, 2002.

It is ORDERED that Appellee's request to withdraw the motion for reconsideration of this Court's order denying its motion to stay mandate and to withdraw the motion for clarification of the mandated, filed July 17, 2002, is GRANTED.

Order of the U.S. Court of Appeals for the Fifth Circuit dated August 14, 2002.

Furthermore, Peter Veeck filed a Motion for Summary Judgment before this court which is still pending and which should be granted based upon the Fifth Circuit's opinion, and a declaratory judgment in his favor entered. Attorney's fees should be awarded to Mr. Veeck as part of the costs as provided by 17 U.S.C. 505.

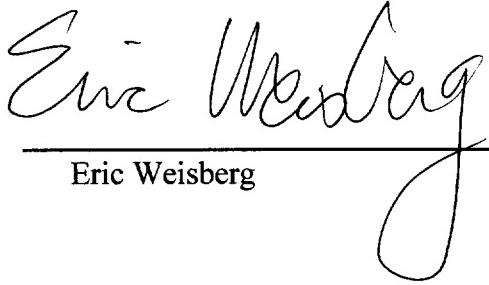
Respectfully submitted,


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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF CONFERENCE

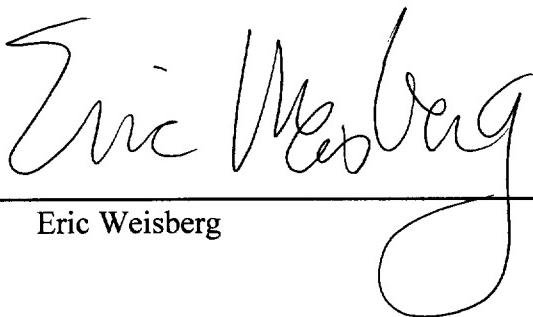
Counsel for Peter Veeck has conferred with Robert J. Veal, counsel for SBCCII, regarding this motion and anticipates that the motion will be opposed.

Eric Weisberg


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been transmitted via facsimile transmission, to the attorney-in-charge for defendant at the below listed address of record on this the 1st day of August, 2003.

Robert J. Veal
Smith, Gambrell & Russell
1230 Peachtree St., N.E.
Atlanta, GA 30309

Eric Weisberg


Eric Weisberg